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a contract is made, and is to be performed, is a part of its obligation.⁶

It is difficult to reconcile the statement made in *Dupuy v. Insurance Co.*,⁷ that such contracts not in writing are voidable, with a subsequent statement by the court in the opinion in the same case, where it is said, "The Virginia Statute of Frauds does not affect the validity of contracts but only the remedy for their enforcement." If the contract not in writing is indeed voidable, (by the effect of the Statute of Frauds in force in the *lex celebrationis*, also the *lex solutionis*) as is said in this case,⁸ then on the authority of *Miller v. Wilson*,⁹ and *Edwards v. Kearzey*,¹⁰ it would seem that a personal action could not be maintained at the domicile of the owner to obtain damages on such personal contract.

The question may be considered as still an open one, there being practically no authority directly in point.

W. R. A.

DIVORCE—DESERTION—PERMANENCY.—A husband's desertion of his wife by refusing to treat her as his wife and by rejection of her appeals for reconciliation, *held*, not deprived of the element of permanency necessary to the granting of a divorce by his intimation that after an indefinite period, when she should in some way not indicated have been sufficiently punished for an act in her childhood, he might take her back. *Ringgold v. Ringgold* (Va.), 104 S. E. 836.

⁶ See also *Pritchard v. Norton*, 106 U. S. 124; *Houghtaling v. Ball*, 19 Mo. 84; *Denny v. Williams*, 5 Allen (Mass.) 1.

⁷ *Supra*.

⁸ See also *Hurley v. Hurley*, 110 Va. 31.

⁹ *Supra*. ¹⁰ *Supra*.